

Indiana Michigan
Power Company
One Summit Square
P.O. Box 60
Fort Wayne, IN 46801
219 425 2111

59373



CERTIFIED P 973 561 58

Ms. Susan Swales, 5HSM-12
Superfund Program Management Branch
U. S. Environmental Protection Agency, 5HS-
230 South Dearborn Street
Chicago, Illinois 60604

RECEIVED
MAY 24 1989

May 22, 1989

SUPERFUND PROGRAM
MANAGEMENT BRANCH

Dear Ms. Swales:

This is in response to Norm Niedergang's April 20, 1989 letter concerning the Himco, Inc. site at Elkhart, Indiana. Indiana Michigan Power Company (I&M), formerly named Indiana & Michigan Electric Company, is an investor-owned electric utility company serving over 460,000 customers in northeast Indiana and southwest Michigan.

Upon receipt of the April 20 letter, I&M conducted a diligent search for records and documents regarding the Himco site. I&M's responses to the requests enumerated in the April 20 information request and the related documents are enclosed with this letter.

I&M is the owner of a 3.8 acre parcel of land formerly owned by Charles H. Himes and Grace A. Himes. However, to the best of our knowledge, hazardous substances, pollutants, or contaminants were never disposed of on the 3.8 acre parcel prior to purchase by I&M or during I&M's ownership.

If you have any questions, please call me at (219)425-2118.

Very truly yours,

Donald L. Baker
Environmental Affairs Director

DLB/df
Enclosure

Indiana Michigan Power (I&M)
Information Request Responses
Himco, Inc. Site
May 22, 1989

1. Request: Identify all persons consulted in the preparation of the answers to these information requests.

Response: Accounting, Purchasing, Transmission & Distribution, Land Management, and General Services Departments in the General and Division offices of I&M were consulted, along with the Environmental Affairs Section.

2. Request: Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests and provide copies of all such documents.

Response: The documents are attached. We have no records of doing business with Himco or associated transporters.

Documents are provided connected with the purchase of 3.8 acres of land from Charles H. Himes.

1. May 3, 1989 letter to J. L. Hughey from C. D. Weist.
2. Warranty Deed for 3.8 acres of property.
3. Agreement between I&M and U.S. Department of Interior for observation wells.
4. May 8, 1974 letter to George H. Brigham from Jack C. Dunfee, Jr.
5. Survey of the site dated November 14, 1973.

Sources: Land Management

3. Request: If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional response documents, identify such persons.

Response: None at this time.

4. Request: State the dates during which you owned, operated or leased the site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g. deeds, lease, easements, etc.).

Response: I&M purchased 3.8 acres of land as detailed in the attached Warranty Deed, dated January 24, 1974. I&M's ownership of this property continues to the present.

Sources: Land Management

5. Request: Provide information about the site including but not limited to the following:

- a. Property boundaries...
- b. Location of underground utilities...
- c. Surface structures...
- d. Groundwater wells...
- e. Stormwater drainage...
- f. Additions, demolitions...
- g. Maps, drawings...

Response: a. The Warranty Deed detailing property boundaries is documented.

Sources: Land Management

b. No utility easements are on file.

Sources: Land Management

c. There are no existing structures.

Sources: Transmission & Distribution,
Land Management

d. The agreement for observation wells is documented.

Sources: Land Management

e. The only stormwater drainage known is the ditch along Fort Wayne Road.

Sources: Visual observation by Environmental Affairs

f. A house purchased with the site was demolished after I&M acquired the property. It is not known when the demolition occurred.

Sources: Transmission & Distribution

g. Relevant maps and drawings are attached.

Sources: Transmission & Distribution,
Land Management

6. Request: Identify all past and present solid waste units (e.g. waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) on the site (or your property). For each such solid waste unit identified, provide the following information:

Response: I&M has not created or operated solid waste units on the 3.8 acre parcel during ownership. A visual site inspection has provided no evidence of the presence of solid waste units on the I&M property. Without site testing, I&M cannot reliably determine whether solid waste units may have been present on the 3.8 acre parcel prior to I&M's ownership, I&M has no knowledge of release of, or contamination from, hazardous substances, pollutants, or contaminants on the I&M parcel.

7. Request: Identify the prior owners of the site. For each prior owner, further identify:

- a. Dates of ownership.
- b. Evidence of controlled access...
- c. Evidence of release...

Response: a. The previous owners were:

- 1. Elsie O. Sparr, Arthur M. Sparr, Prior to April 29, 1941
Edna Eby, Ralph C. Eby
- 2. Ellsworth Glick, Bessie Glick April 29, 1941 to
Dec. 20, 1966
- 3. Charles H. Himes, Grace A. Himes Dec. 20, 1966 to
Jan. 24, 1974
- 4. A portion on the north side Unknown date to
of the 3.8 acres was owned Oct. 5, 1948
by The Cleveland, Cincinnati,
Chicago, St. Louis Railway Co.
and The New York Central Railroad Co.

- b. We have no evidence that the site had controlled access.
- c. We have no evidence that a hazardous substance, pollutant,
or contaminant was released or threatened to be released
at any time.

Sources: Land Management

8. Request: Identify the prior operators, including lessors, of the site. For each such operator, further identify:

- a. Dates of operations.
- b. Nature of prior operations...
- c. Evidence of controlled access...
- d. Evidence of release...

Response: Beginning in approximately 1966, Charles H. Himes operated a landfill on property adjacent to the 3.8 parcel now owned by I&M. Presently, I&M cannot reliably determine whether any portion of that landfill operation affected the 3.8 acre tract which I&M purchased from Mr. Himes. I&M has no evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released from the 3.8 acre tract now owned by I&M or that any solid waste units may have been operated on such property.

9. Request: Provide copies of all local, state, and federal environmental permits ever granted for the Facility or any part thereof (e.g., RCRA permits, NPDES permits, etc.)

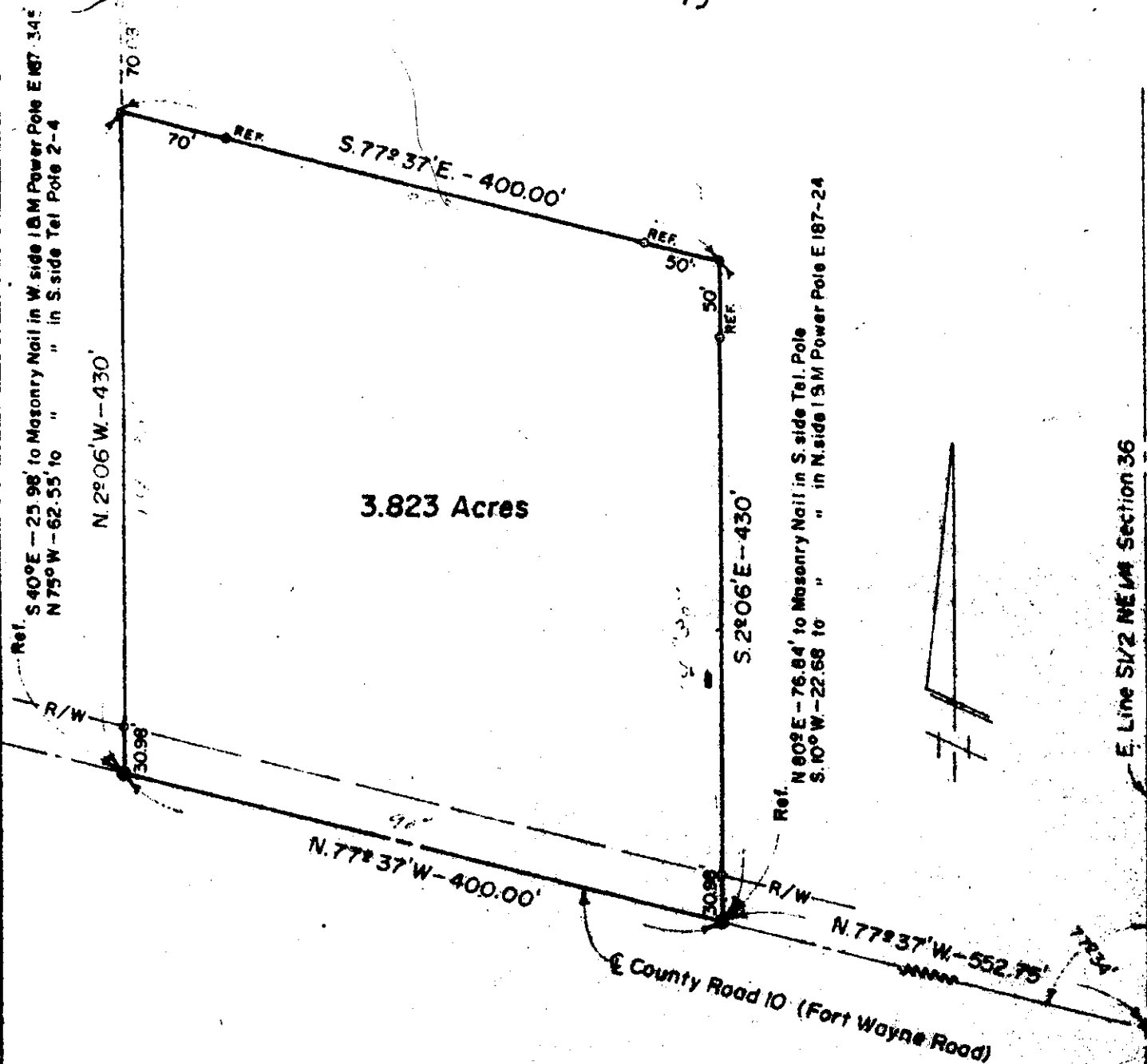
- a. Did the Facility have RCRA "interim status"...
- b. Did the Facility file hazardous waste notification...

Response: I&M has no knowledge that any environmental permits were ever issued by a governmental entity covering the 3.8 acre parcel owned by I&M or that the facility operated under interim status or filed hazardous waste notifications.

ATTACHMENTS

NAPPANEE STATION

QUESTION 2 (SITE SURVEY)



Commencing at the southwest corner of the NW 1/4 of Section 31, Township 38 North, Range 5 East; thence north along the west line of the NW 1/4 of said Section 31 a distance of 397.35 feet to a point in the centerline of the Fort Wayne Road (County Road 10); thence North 77°-37' West along the centerline of said Fort Wayne Road a distance of 552.75 feet to a railroad spike in the pavement, said railroad spike being the PLACE OF BEGINNING of this description; thence continuing North 77°-37' West along the centerline of said Fort Wayne Road a distance of 400 feet to a railroad spike in the pavement; thence North 2°-06' West a distance of 430 feet to an iron stake; thence South 77°-37' East a distance of 400 feet to an iron stake; thence South 2°-06' East a distance of 430 feet to the place of beginning of this description.

Containing 3.823 Acres of land.

Subject to legal highway.

Survey for Indiana & Michigan Electric Company
Pt. SW 1/2 NE 1/4 Section 36, T.38N.-R.4E.
Cleveland, Ind. Railway Co.

INDIANA

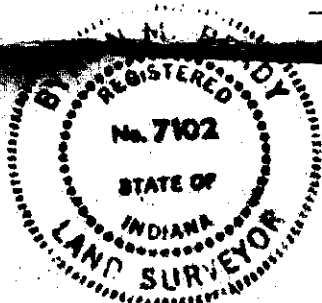
Scale: 1" = 100'

November 14, 1973

I hereby certify that the map hereon delineated is a correct representation of the survey of the land encompassed thereby, and that iron stakes are located at all places shown thus... and that railroad spikes are located at all places shown thus... ©

Byron M. Brady

RLS



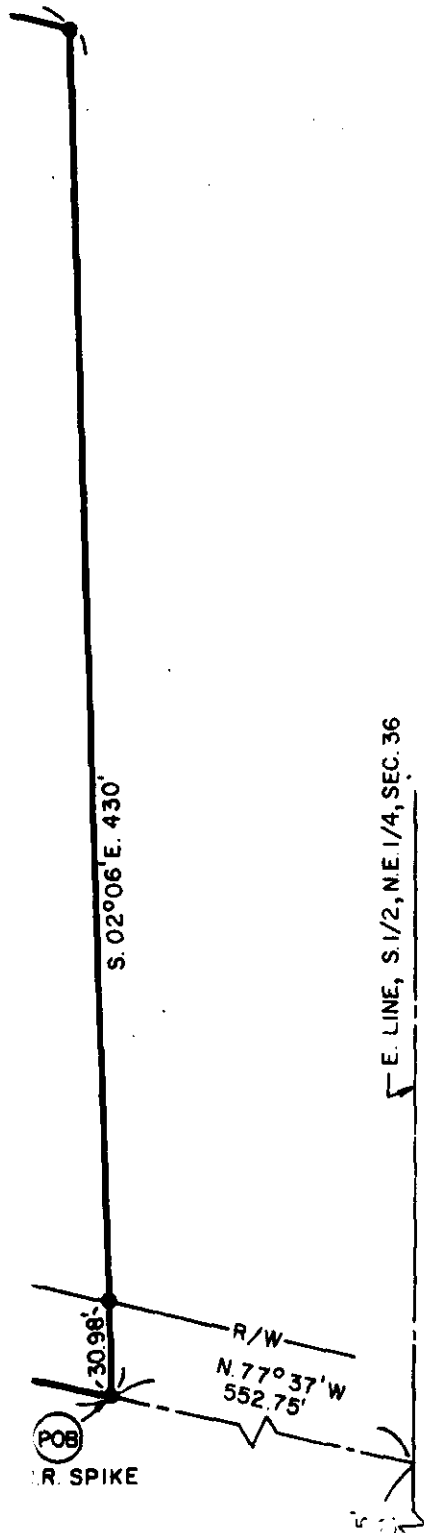
Brady Land Surveying, Inc.
336 Jay Dee Street
Elkhart, Indiana 46514
Ph. (219) 293-3611

File 187

N



STATE OF INDIANA
ELKHART COUNTY
CLEVELAND TWP.
T.38N. - R.4E.
SEC. 36



DEED N° T-1675
3823 AC.

SW COR
NW 1/4

REV:

INDIANA MICHIGAN POWER CO
FORT WAYNE, INDIANA

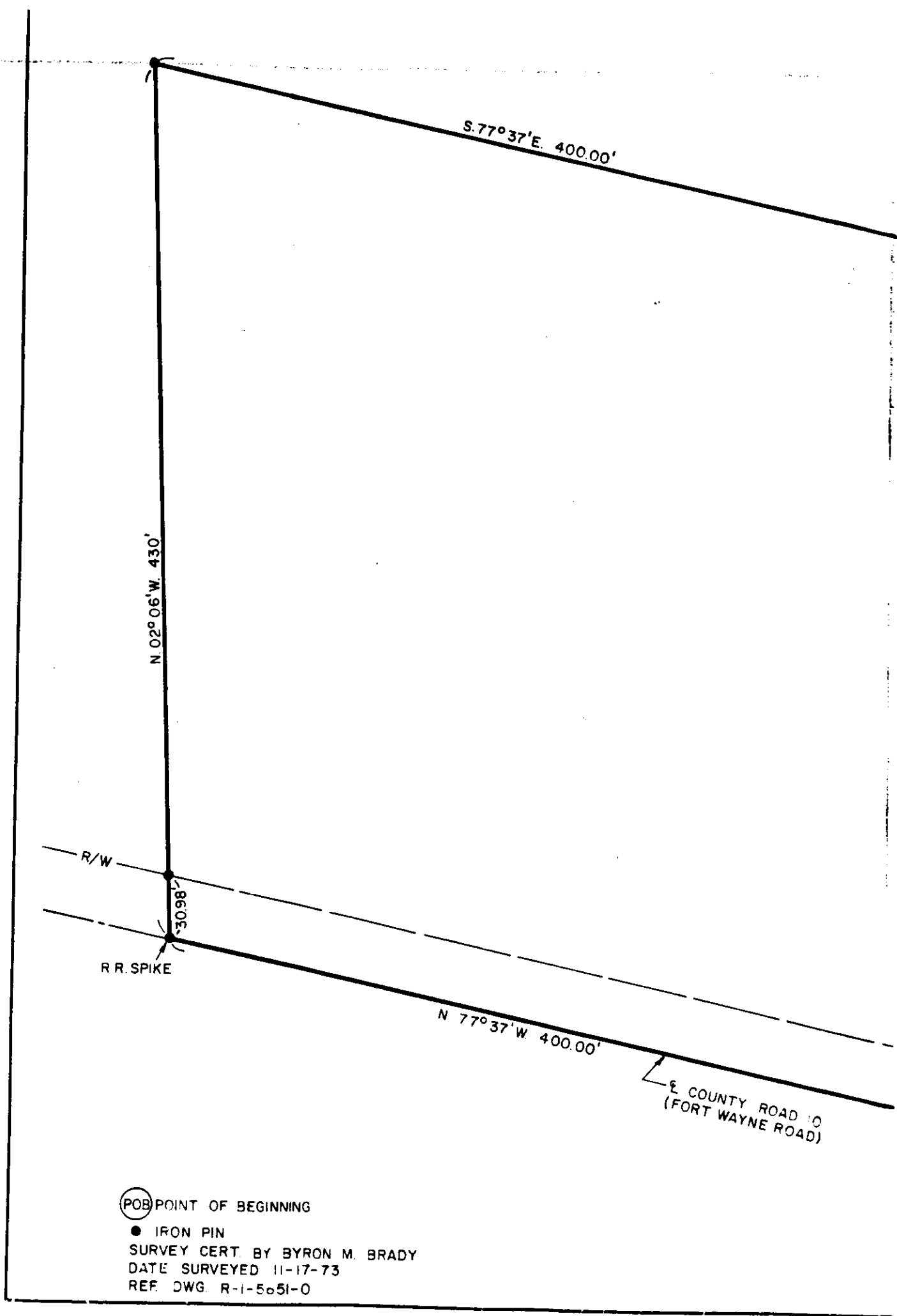
PLAT OF
NAPPANEE STATION

SCALE: 1" = 60'

DATE: 11/2/79

DRAWN BY

CHECKED BY



QUESTION 2,4,5
(WARRANTY DEED)

THORNBURG, MCGILL, DEAHL, HARMAN, CAREY & MURRAY

JAMES F. THORNBURG
WARREN E. MCGILL
WARREN A. DEAHL
JOHN L. CAREY
THOMAS L. MURRAY
WILLIAM J. REINKS
HOWARD J. GRAY
JOHN R. HARMAN
RICHARD M. TRUCKSLO
DANIEL W. RUDY
JACK C. DUNFEE, JR.
BRUCE R. BANCROFT
JOHN T. MULVINILL
FRANKLIN A. MORSE II
STEPHEN A. SMALL
GORDON S. ELICK

ATTORNEYS AT LAW
SIXTH FLOOR
FIRST BANK BUILDING
SOUTH BEND, INDIANA 46601
AREA CODE 219
233-1171

RICHARD E. STEINBRONN
FREDERICK F. THORNBURG
JOHN A. BURGESS
JAMES P. HARRINGTON
R. MICHAEL PARKER
NELSON J. VOGEL, JR.
ROGER W. BENKO
DAVID R. MELTON
BRIAN J. LAKE

January 11, 1974

305 FIRST NATIONAL BANK BUILDING
ELKHART, INDIANA 46514
219 293-0681

1200 EIGHTEENTH STREET, N.W.
WASHINGTON, D.C. 20036
202 331-8585

Mr. George H. Brigham
Real Estate & Right of Way Dept.
Indiana & Michigan Electric Company
2101 Spy Run Avenue
P.O. Box 60
Fort Wayne, Indiana 46801

In re: Miles Station

Dear George:

Pursuant to our telephone discussion this morning, we have ordered the patents for the subject real estate and as soon as they have been delivered, we will see to their recordation in Elkhart County, Indiana.

We have also prepared a warranty deed, which is herewith enclosed.

We understand that no improvements are intended upon the Northerly part of the abstracted realty except for a tower line in which event, the tower line would not be located upon the former right of way. We also recommend, however, that the station manager make an investigation to see if the tracks are still located on the former right of way and whether, after investigation of surrounding property owners, any trains have traveled across the right of way in recent years.

If you have any further question with regards to any of the foregoing, kindly contact me.

Very truly yours,

THORNBURG, MCGILL, DEAHL,
HARMAN, CAREY & MURRAY


Jack C. Dunfee, Jr.

JCDjr/ye
Enclosure
cc: Mr. Thomas R. Manuszak

MAIL TO:

VOL 346 PAGE 820

AUDITOR'S RECORD

WARRANTY DEED

Deed T-167

This indenture witnesseth that CHARLES H. HIMES and GRACE A. HIMES, husband and wife,

of Elkhart County in the State of Indiana

Convey and warrant to INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation

| | |
|----------|----------------|
| TRANSFER | 00504 |
| KEY | 158-1 |
| TOWN | E.C. Cleveland |
| DATE | 2-16-74 |

of Allen County in the State of Indiana
for and in consideration of \$1.00 and other good and valuable consideration
the receipt whereof is hereby acknowledged, the following Real Estate in Elkhart County
in the State of Indiana, to wit:

A part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Thirty-eight (38) North, Range Four (4) East, more particularly described as follows:

Commencing at a point on the East line of the South one-half (S1/2) of the Northeast Quarter (NE1/4) of said section Thirty-six (36), Three hundred ninety-seven and thirty-five hundredths (397.35) feet North of the Southwest corner of the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Thirty-eight (38) North, Range five (5) East; thence North seventy-seven (77) degrees thirty-seven (37) minutes West along the centerline of the Fort Wayne Road, five hundred fifty-two and seventy-five hundredths (552.75) feet for the beginning point of this description; thence continuing North seventy-seven (77) degrees thirty-seven (37) minutes west along the centerline of said Road, four hundred (400) feet; thence North two (2) degrees six (6) minutes West four hundred thirty (430) feet; thence South seventy-seven (77) degrees thirty-seven (37) minutes East four hundred (400) feet; thence South two (2) degrees six (6) minutes West, four hundred thirty (430) feet to the place of beginning. SUBJECT to Public Highway.

Subject further to all taxes and assessments, restrictions, covenants and easements of record.

Signed and dated this 24th day of January, 1974.

State of Indiana, St. Joseph County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Charles H. Himes and Grace A. Himes, husband and wife,

Charles H. Himes
CHARLES H. HIMES
Grace A. Himes
GRACE A. HIMES

Seal

581722
FILED FOR RECORD

FEB 16 10 57 AM '74

Margaret L. McIlhenny
ELKHART COUNTY RECORDER

and acknowledged the execution of the foregoing deed.

In witness whereof, I have hereunto subscribed my name and affixed

my official seal, this 24th day of January, 1974.

George H. Brigham

Notary Public

My commission expires November 16, 1975

This instrument was prepared by Jack C. Dunfee, Jr., Attorney at Law.

Member St. Joseph County Indiana Bar Association

QUESTION 2,5
(REVIEW OF ABSTRACT)

THORNBURG, MCGILL, DEAHL, HARMAN, CAREY & MURRAY

JAMES F. THORNBURG
WARREN E. MCGILL
WARREN A. DEAHL
JOHN L. CAREY
THOMAS L. MURRAY
WILLIAM J. RHINES
EDWARD J. GRAY
JOHN R. HARMAN
RICHARD M. TRECKLELO
DANIEL W. RUDY
JACK C. DUNFER, JR.
BRUCE R. BANCROFT
JOHN T. MULVINILL
FRANKLIN A. MORSE II
STEPHEN A. SMALL
GORDON S. SELICK
RICHARD E. STEINBRONN

ATTORNEYS AT LAW
SIXTH FLOOR, FIRST BANK BUILDING
POST OFFICE BOX 1837
SOUTH BEND, INDIANA 46634
TELEPHONE (219) 233-1171
CABLE ADDRESS "THORNGILDE"

FREDERICK F. THORNBURG
JOHN A. BURGESS
JAMES P. HARRINGTON
R. MICHAEL PARKER
NELSON J. VOGEL, JR.
ROGER W. BENKO
DAVID R. MELTON
BRIAN J. LAKE
RICHARD W. MORGAN

May 8, 1974

305 FIRST NATIONAL BANK BUILDING
ELKHART, INDIANA 46514
219 293-0681

1200 EIGHTEENTH STREET, N.W.
WASHINGTON, D.C. 20036
202 331-8585

Indiana & Michigan Electric Company
2101 Spy Run Avenue
P. O. Box 60
Fort Wayne, Indiana 46801

Attention: Mr. George H. Brigham
Real Estate and Right-of-Way Department

In re: ~~NILES~~ ^{NAPPANEE} Station
C. Himes, Sr. et ux.
Deed T-1675

Gentlemen:

We have examined an abstract of title consisting of 288 items, the last continuation of which was prepared by the Elkhart County Abstract Co., Inc., and dated March 12, 1974, covering the following described real estate in Elkhart County, Indiana, to wit:

A part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township Thirty-eight (38) North, Range Four (4) East, more particularly described as follows:

Commencing at a point on the East line of the South one-half (S1/2) of the Northeast Quarter (NE1/4) of said section Thirty-six (36), Three hundred ninety-seven and thirty-five hundredths (397.35) feet North of the Southwest corner of the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Thirty-eight (38) North, Range five (5) East; thence North seventy-seven (77) degrees thirty-seven (37) minutes West along the centerline of the Fort Wayne Road, five hundred fifty-two and seventy-five hundredths (552.75)

Indiana & Michigan Electric Company

May 8, 1974
Page 2

feet for the beginning point of this description; thence continuing North seventy-seven (77) degrees thirty-seven (37) minutes west along the centerline of said Road, four hundred (400) feet; thence North two (2) degrees six (6) minutes West four hundred thirty (430) feet; thence South seventy-seven (77) degrees thirty-seven (37) minutes East four hundred (400) feet; thence South two (2) degrees six (6) minutes West four hundred thirty (430) feet to the place of beginning. SUBJECT to Public Highway.

Based exclusively upon an examination of said abstract of title, it is our opinion that on March 12, 1974, title to the above described real estate was vested in

INDIANA & MICHIGAN ELECTRIC COMPANY,
an Indiana corporation,

subject to the following:

1. Items No. 75, 80, 81, 86, 89 and 92 of the abstract refer to various mortgages and indentures whereby the properties of various railroads owning the former right-of-way run through the North side of the abstracted realty and although that right-of-way has been deeded back to the adjoining owners, the mortgages and indentures were never released. In view of our telephone discussions concerning the fact that you will place no improvements upon the former right-of-way, these matters could be waived, although it would be better if these mortgages could be released at present or at some time in the future.
2. Items No. 198, 205, 210, 213, 216, 220, 225, 232, 238, 252, 258, 264, 270 and 274 refer to various indenture agreements and trusts which constitute mortgages which are a lien upon the abstracted realty.
3. Item No. 279 of the abstract refers to a judgment against Indiana & Michigan Electric Company in favor of Marion M. Hooley and Marjorie K. Hooley which appears in Elkhart County

Indiana & Michigan Electric Company

May 8, 1974
Page 3

Judgment Docket 23 at page 178. This mortgage is unreleased and may constitute a lien upon the abstracted realty. This judgment was rendered January 23, 1974, in Elkhart Superior Court No. 2, Cause No. 2258, and was entered in the judgment docket on February 4, 1974.

4. Items No. 283, 284, 285, 286, 287 and 288 indicate that real estate taxes for the year 1972, payable in 1973, have been paid in full. Taxes for the year 1973, payable in 1974, are due and a lien. Taxes for the year 1974, payable in 1975, are also a lien. The even number items of the six mentioned items refer to drainage ditch proceedings which as to the duplicate appearing in Item 284 are paid and current except for the 1974 assessment in the amount of \$3.10. The assessments appearing in Items No. 286 and 288 have assessments for the years 1972 and 1973 that are unpaid, and, of course, a penalty will also be payable. With regards to these last two items, it is our opinion that they may not apply to the abstracted realty, and hence, it might be well for you to review these matters upon your next occasion to be in Goshen, Indiana, to ascertain the facts concerning these assessments.

5. Throughout the abstract of title, there appear minor technical errors which, in our opinion, do not affect the marketability of the title of said realty.

6. This opinion is limited to the abstract furnished us. The position of the improvements, if any, upon said real estate and the exact location of the same can be reliably determined only by a survey made by a competent land surveyor. Inquiry should be made of the present occupants of said premises to determine what interest, if any, in said real estate is claimed by them that might constitute a cloud upon the title as above shown. We also call your attention to the fact that unabstrated sewage disposal liens, unrecorded tax liens or encumbrances may exist and that materials may have been furnished or labor performed in the improvement of said real estate for which notices of lien might subsequently be filed. The use of said realty and the erection of buildings thereon is restricted by applicable zoning ordinances.

THORNBURG, MCGILL, DEAHL, HARMAN, CAREY & MURRAY

Indiana & Michigan Electric Company

May 8, 1974
Page 4

This being our final opinion on the subject property and supplemental to our preliminary opinion dated December 12, 1973, we are returning to you herewith the subject abstract.

Very truly yours,

THORNBURG, MCGILL, DEAHL
HARMAN, CAREY & MURRAY


Jack C. Dunfee, Jr.

JCDjr/jjg
Enclosure

QUESTION 2, 5
(TEST WELLS)

T-1675

9-1483 (Rev.)
Jan. 1970

AGREEMENT FOR INSTALLATION, MAINTENANCE AND USE
OF A TEST HOLE AND/OR OBSERVATION WELL ON PRIVATE
OR _____ PROPERTY

THIS AGREEMENT is entered into this 22nd day of Sept., 19 77, by and between Indiana & Michigan Electric Company, hereinafter called "Licensor", and the United States of America, by and through the Geological Survey, U.S. Department of the Interior, hereinafter called "Licensee", pursuant to the Act of December 24, 1942, as amended (43 U.S.C. sec. 36 b).

WITNESSETH:

1. Licensor, for and in consideration of the faithful performance by Licensee of all covenants and conditions herein contained and payment of the amount hereinafter provided, hereby consents and agrees to the excavation, installation, maintenance, and exclusive use of (describe physical characteristics of hole and/or well, maintenance facilities, and purposes of excavation, use and maintenance) 5-inch diameter ground-water observation wells to be used for measuring water levels and collecting water samples.

hereinafter collectively referred to as "Structure," by the Licensee upon and over the property of the Licensor as described in Paragraph 2 hereof, and the Licensor grants the right of ingress to and egress from the said Structure and property described herein for the purpose stated herein.

This test hole is an opening which extends into the earth and is produced by drilling or augering methods.

This observation well is a hole which extends into the earth and is produced by drilling or augering, which may or may not be cased or screened, and exists solely for the purpose of obtaining geologic and hydrologic information.

2. The said Structure shall be located on the property of Licensor as shown on attached drawing and further described as follows: (site location) Sec. 36, T. 38N., R. 4E., Cleveland Township, Elkhart County, Indiana

3. Excavation and/or installation of said structure shall begin within 30 days or a mutually agreeable time after the effective date of this agreement. The said Structure and appurtenances thereof shall be excavated, installed and maintained in a good, safe, diligent and workmanlike manner.

4. The said Structure and appurtenances and all equipment and tools for the maintenance and use thereof placed in or upon said described property shall remain the property of the Licensee and shall be removed, filled and/or plugged, etc., by the Licensee at its own cost and expense within a reasonable time after the expiration of this agreement or any renewal thereof. Upon removal, filling and/or plugging, etc. of said Structure and appurtenances the Licensee shall restore said described property to as nearly as possible the same state and condition existing prior to the excavation, and/or installation of said Structure and its appurtenances.

5. The Licensee agrees to cooperate, to the extent allowed by law, in the submittal of all claims for alleged loss, injuries, or damages to persons or property arising from the acts of Licensee's employees, acting within the scope of their employment, in the excavation, installation, use, maintenance, and/or removal of said Structure, appurtenances, equipment and tools pursuant to the Federal Tort Claims Act (28 U.S.C., 2671 et seq.).

6. As consideration for the rights and privileges granted herein, the Licensee shall pay to the Licensor the sum of \$ -0- upon presentation of bill therefor, subject to the availability of appropriations by the Congress.

7. This agreement shall become effective on the day and year first above written, and shall continue in full force and effect until terminated by Licensee or Licensor at any time on 30 days' written notice.

8. No Member of or Delegate to Congress or Resident Commissioner after his election or appointment, either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share of this agreement, or to any benefit arising therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

9. The Licensor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Licensee the right to terminate the agreement, or, in its discretion, to deduct from the agreement amount or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Licensor upon agreements secured or made through bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business.

10. This agreement shall inure to the benefit of and be binding upon the successors, assigns, and transferees of the parties hereto, including successors of the Licensee in control of the project or the portion thereof affected by this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LICENSOR: Indiana & Michigan Electric Company

LICENSEE:

NAME J. F. Stark
J. F. Stark, Executive Vice President

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY:

ADDRESS 220 West Colfax Avenue
P. O. Box 1731
South Bend, Indiana 46634

By Dennis K. Stewart

Title District Chief, WRD

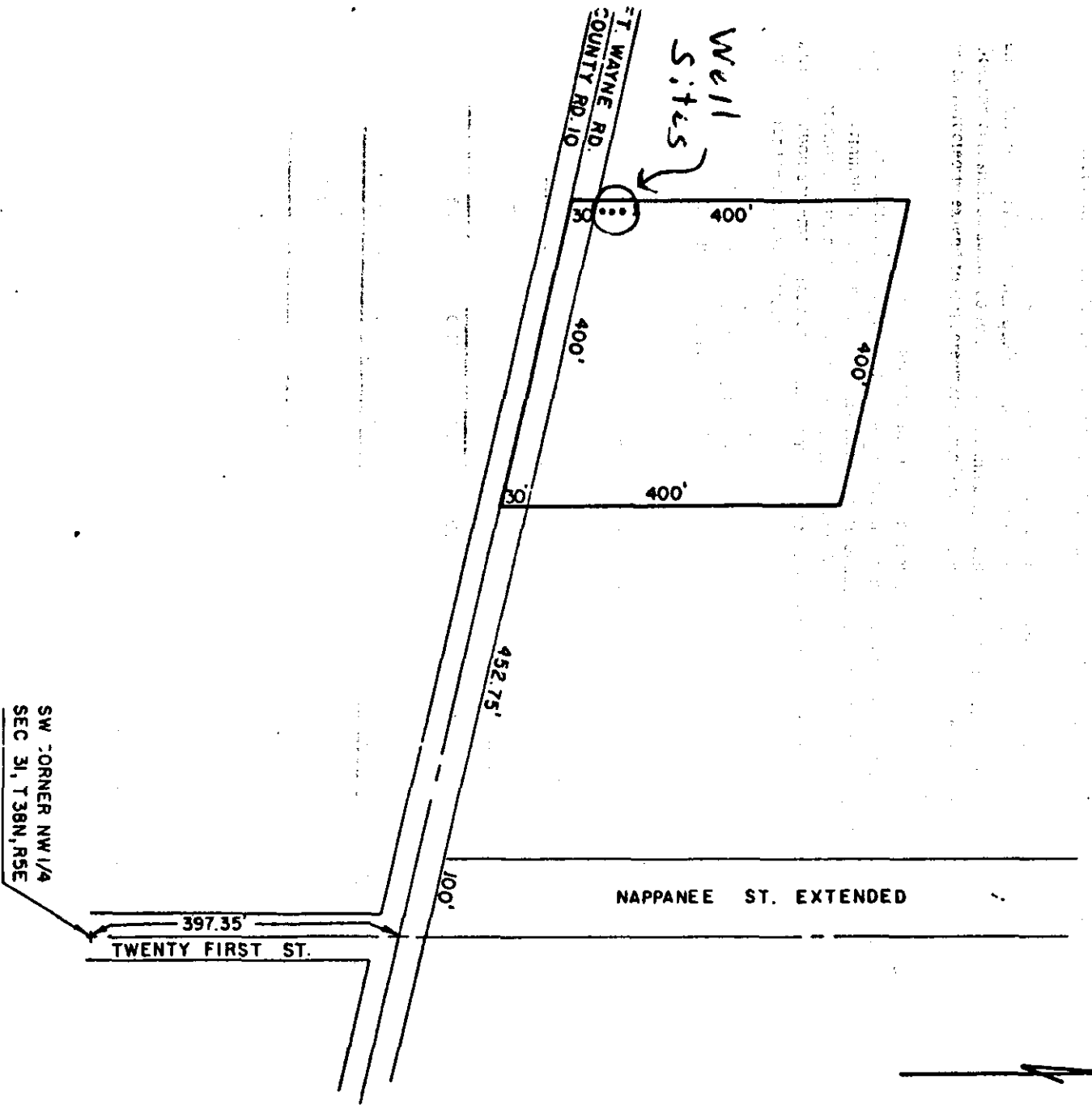
Phone: 219-233-9371

APPROVED:

By _____

Administrative Officer,
Water Resources Division

U. S. Geological Survey, WRD
1819 North Meridian Street
Indianapolis, Indiana 46202
Phone: 317-269-7101



PROPOSED MILES STATION
PART S1/2 NE 1/4 SECTION 36, T38N, R4E
CLEVELAND TWP. ELKHART CO.
INDIANA
SCALE 1" = 200'

QUESTION 2,7
(PREVIOUS OWNERS)



Date May 3, 1989
Subject Himco, Inc. - Superfund Case

From C.D. Weist
To J.L. Hughey

Per your request dated May 1, 1989, I attach copies of the following:

1. Several related maps of the real estate involved in this matter
2. Deed from Charles H. Himes and Grace A. Himes to Indiana & Michigan Electric Company
3. Agreement for ground-water observation wells between I&M and the U.S. Department of the Interior

As concerns requested Item 7 of the USEPA letter, Himes acquired the property, totaling 12.5 acres, from Bessie Glick, widow, by deed dated 12-20-66.

The Cleveland, Cincinnati, Chicago, St. Louis Railway Co., and the New York Central Railroad Co. quitclaimed their interest in a 66' strip of land to Ellsworth Glick and Bessie Glick by deed dated 10-5-48. This strip of land passes thru the extreme northerly part of the 3.8 acres purchased by I&M.

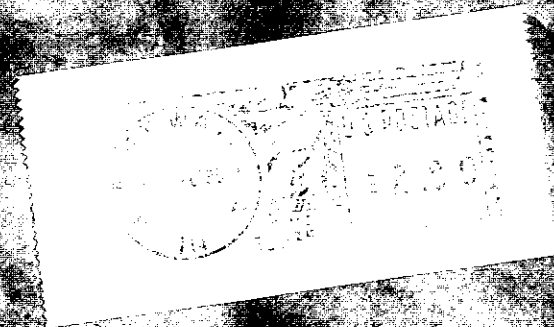
The Glicks acquired the 12.5 acre property, subject to the railroad right-of-way, from Elsie O. Sparr and Arthur M. Sparr, and Edna Eby and Ralph C. Eby by deed dated 4-29-41.

We have no evidence of the prior owners controlling access to the site, or of the release of any hazardous substances.

C. Douglas Weist
Land Management Supervisor

csg.
Attachments
cc J.M. Allison

Intra-System



First Class Mail
First Class Mail

DLB **Indiana Michigan
Power Company**
P.O. Box 60
Fort Wayne, IN 46801



**INDIANA
MICHIGAN
POWER**

Ms. Susan Swales, 5HSM-12
Superfund Program Management Branch
U.S. Environmental Protection Agency, 5HS-11
230 South Dearborn Street
Chicago, Illinois 60604

CERTIFIED

P 973 561 589

MAIL